

CIVIL COVER SHEET

County in which action arose: Wayne County, MI

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Swiger, Nicole Marie

DEFENDANTS

Rosette, Joel; Whitford, Ted; McInerney, Tim; and Rees, Kenneth E.

(b) County of Residence of First Listed Plaintiff Wayne County, Michigan (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Hill County, Montana (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number) See Attachment

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes sub-sections like PERSONAL INJURY, PERSONAL PROPERTY, HABES CORPUS.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 18 U.S.C. §1962(a)-(d), 15 U.S.C. §1693k(l), 28 U.S.C. §1332(a); 28 U.S.C.1332(d)(2)(A)

Brief description of cause:

racketeering (collection of unlawful debt); violation of electronic funds transfer act (credit extension based on preauthorized EFTs)

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE June 20, 2019 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**PURSUANT TO LOCAL RULE 83.11**

1. Is this a case that has been previously dismissed?  Yes

No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)  Yes

No

If yes, give the following information:

Court: \_\_\_\_\_

Case No.: \_\_\_\_\_

Judge: \_\_\_\_\_

Notes :

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**ATTACHMENT TO CIVIL COVER SHEET**

**Attorneys for Plaintiff:**

Henry Baskin  
The Baskin Law Firm, PC  
Attorney for Plaintiff and Plaintiff Class  
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P10520

Allan Falk  
Allan Falk, PC  
Attorney for Plaintiff and Plaintiff Class  
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P13278

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN**

**INDEX OF EXHIBITS  
TO COMPLAINT**

| <b><u>Exhibit</u></b> | <b><u>Description</u></b>   |
|-----------------------|---|
| A                     | Plain Green advertising flyer   |
| B                     | Nicole Swiger's Plain Green loan documentation                              |
| C                     | Plain Green loan confirmation flyer   |
| D                     | Term Sheet between Chippewa-Cree Tribe and Think Finance, Inc.              |
| E                     | May 24, 2019 letter from Plain Green's attorney to Nicole Swiger's attorney |



Month | Day | Year  
11 | 30 | 18

Pre-Approved  
For The  
Amount Of:

**ONE THOUSAND TWO HUNDRED AND NO/100\*\*\*\*\***

Pay to: 800559/00017593  
Nicole Swiger  
8144 Melvin Ave  
Westland MI 48185-7090



This Amount Could Be Yours:

**\$1,200<sup>1</sup>**

Offer expires January 31, 2019

THIS IS NOT A REAL CHECK  
NON-NEGOTIABLE / NON-TRANSFERABLE

PlainGreenLoans.com

# You've been pre-approved for \$1,200<sup>1</sup>

Apply today, and you could have cash as soon as tomorrow<sup>2</sup>

Dear Nicole,

Get a plain, simple loan quickly when you need to cover an unexpected expense. Plain Green offers a convenient way to get the money you need quickly and easily right over the Internet.

### Use our green for whatever you need

We understand that everyone needs emergency cash from time to time. Our goal is to make getting it hassle-free so you can breathe easier. Here's how Plain Green is better than other lending options:

- You don't need perfect credit or home ownership
- You get to repay your loan over time, not in just two weeks
- You don't have to worry about hidden fees or prepayment penalties

- You don't have to worry about hidden fees or prepayment penalties
- You can rely on friendly U.S.-based customer care from real people
- We are the lender, and don't share or sell your name to other companies for marketing purposes
- Your payments will be reported to a major credit bureau, which could help your credit score if you pay on time

### Apply today, right from home

It's safe, secure and simple to apply from your computer or mobile device. Go to PlainGreenLoans.com, fill out the form, and you could have an answer fast. Once approved, we do our best to deposit the funds into your bank account the next business day. Don't wait to apply; your pre-approval will expire January 31, 2019.

Sincerely,

Your Plain Green Team



Get started at  
**PlainGreenLoans.com** NOW!

*You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-567-8688. See **PRESCREEN & OPT-OUT NOTICE** on other side for more information about prescreened offers.*

Plain Green, LLC, is a wholly owned company of the Chippewa Cree Tribe of Rocky Boy's Reservation, Montana; a Native American Tribe federally recognized by the government of the United States of America, and we operate within the boundaries of the reservation. By entering into an agreement with Plain Green, you are availing yourself upon the jurisdiction of the Tribe and fully understand and consent that any agreement entered into is subject to the laws and lending codes enacted by the Tribe's federally recognized sovereign government.

<sup>1,2</sup> Please see reverse side for additional information.

CKFG

PGL\_CKFG\_1218

## Get cash as quickly as tomorrow!<sup>2</sup>

| If your loan is verified and accepted by 6:00 pm ET | Then, your funds may be available |      |     |       |     |
|---|-----------------------------------|------|-----|-------|-----|
|   | Mon                               | Tues | Wed | Thurs | Fri |
| Mon   |                                   | \$   |     |       |     |
| Tues  |                                   |      | \$  |       |     |
| Wed   |                                   |      |     | \$    |     |
| Thurs   |                                   |      |     |       | \$  |
| Fri   | \$                                |      |     |       |     |
| Sat/Sun   |                                   | \$   |     |       |     |

We do our very best to get you funded as quickly as possible—but please remember, individual banks, banking hours and bank holidays may delay funding.

Go to [PlainGreenLoans.com](https://PlainGreenLoans.com)

After submitting your application, you may want to include additional information to expedite the verification process.

**INFORMATION THAT WILL SPEED UP YOUR APPLICATION REVIEW:**

- Social Security Number
- Driver's license or other state-issued ID card
- Checking account and routing numbers  
(located on the bottom of your checks or deposit slips)
- A recent bank statement (last 30 days)
- Proof of income

<sup>2</sup>We selected you for this offer based on information in your credit report that satisfied our criteria for creditworthiness. Certain events or changes to your information may impact your eligibility. This offer is not guaranteed and may be modified, revoked or canceled at any time. If you no longer meet the criteria, we may offer you a loan in a different amount or on different terms. If you reside in a state in which we do not

Case 2:19-cv-12014-BAP-RSW-ECJ No. 1-2 filed 07/08/19 PageID.8 Page 4 of 4  
We selected you for this offer based on information in your credit report that we received from our credit providers. Certain events or changes to your information may impact your eligibility. This offer is not guaranteed and may be modified, revoked or canceled at any time. If you no longer meet the criteria, we may offer you a loan in a different amount or on different terms. If you reside in a state in which we do not provide services, you will be ineligible for this offer. This offer is available only to the addressee and may not be transferred to any other party.

<sup>2</sup>In most cases, we will fund applications that we receive and can verify before 6:00 p.m. Eastern Time (Monday - Friday) the next business banking day (excluding weekends and bank holidays). Applications received after 6:00 p.m. Eastern Time (Monday - Friday) may require an additional business banking day to fund. Errors in your application, particularly with bank routing and account numbers, will impact our ability to fund and cause delays. In some cases, a customer service representative may contact you to verify your information before we can finalize and approve your loan.

Refer to Loan Cost & Terms on PlainGreenLoans.com for additional details. Complete disclosures of APR, fees and payment terms are provided within the Loan Agreement. The Annual Percentage Rate (APR) for an example loan of \$1,200 is 356% with 34 bi-weekly payments of \$166.43 and no down payment; pricing in effect as of October 31, 2018. The APR is subject to being changed at any time without advance notice. See PlainGreenLoans.com for more information.

If you have any questions about this offer, please call 1-866-420-7157, Monday - Friday, 8:00 a.m. to 10:00 p.m. Eastern Time, Saturday, 9:00 a.m. to 5:00 p.m. Eastern Time. To obtain a loan, you must have a valid checking account, e-mail address, verifiable identity, and minimum income. Applications can be completed online only at [www.PlainGreenLoans.com](http://www.PlainGreenLoans.com).

This is an expensive form of credit. Loans offered by Plain Green, LLC are designed to help you meet your emergency cash needs. Alternative forms of credit, such as a credit card cash advance, personal loan, home equity line of credit, existing savings or borrowing from a friend or relative, may be less expensive and more suitable for your financial needs. Before borrowing, please consider whether you will be able to repay any amount you borrow. Customers with continued credit difficulties should seek credit counseling.

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P.O. Box 270, Box Elder, MT 59521

#### PREScreen & OPT-OUT NOTICE:

*This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not continue to meet the criteria used for this "prescreened" offer of credit or: (A) you are below the age required to create a valid contract; (B) you have moved beyond our service area or have an existing loan with us; or (C) the information you submit in connection with accepting this "prescreened" offer of credit is not complete or verifiable. If you do not want to receive prescreened offers of credit from this and other companies, call the consumer reporting agencies toll-free at 1-888-5OPT-OUT (1-888-567-8688), or visit the website at [www.optoutprescreen.com](http://www.optoutprescreen.com); or write: TransUnion Name Removal Option, P.O. Box 505, Woodlyn, PA 19094-0505. In addition, data provided by Clarity Services, Inc. was used in determining your eligibility. To stop receiving offers from Clarity Services, Inc., please call toll-free 1-866-390-3118 or write to Clarity Services, Inc., P.O. Box 5717, Clearwater, FL 33758.*



THIS AGREEMENT SHALL NOT CONSTITUTE A "NEGOTIABLE INSTRUMENT"

Plain Green Consumer Installment Loan Agreement

Loan Number: 755196

Plain Green, LLC  
93 Mack Road, Suite 600  
PO Box 270  
Box Elder, Montana 59521

PLEASE READ THESE IMPORTANT DISCLOSURES CAREFULLY

**HIGH COST CREDIT DISCLOSURE:** THIS LOAN IS NOT INTENDED TO MEET LONG-TERM FINANCIAL NEEDS. THIS LOAN SHOULD BE USED ONLY TO MEET SHORT-TERM CASH NEEDS. RENEWING THE LOAN RATHER THAN PAYING THE DEBT IN FULL WILL REQUIRE ADDITIONAL FINANCE CHARGES.

THE LENDER (HEREINAFTER REFERRED TO AS "PLAIN GREEN, LLC" OR "PLAIN GREEN") IS THE TRIBAL GOVERNMENTAL LENDING ARM OF THE CHIPPEWA CREE TRIBE OF THE ROCKY BOY'S RESERVATION, MONTNA (HEREINAFTER REFERRED TO AS THE "TRIBE"). PLAIN GREEN IS OWNED BY THE TRIBE AND FORMED UNDER TRIBAL LAW FOR THE EXPRESS PURPOSE OF GENERATING REVENUE FOR TRIBAL GOVERNMENTAL PURPOSES. PLAIN GREEN OPERATES WITHIN THE TRIBE'S RESERVATION. BOTH THE TRIBE AND PLAIN GREEN ARE IMMUNE FROM SUIT IN ANY COURT UNLESS THE TRIBE, THROUGH ITS TRIBAL BUSINESS COMMITTEE, EXPRESSLY WAIVES THAT IMMUNITY. WAIVER MAY ONLY BE MADE THROUGH A FORMAL, WRITTEN TRIBAL RESOLUTION FROM THE TRIBAL BUSINESS COMMITTEE. PLAIN GREEN IS REGULATED BY THE TRIBAL CONSUMER PROTECTION BUREAU (THE "BUREAU"). CONSUMERS HAVE THE RIGHT TO SUBMIT COMPLAINTS TO THE BUREAU IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROCESS SET FORTH IN THIS AGREEMENT AND SUBJECT TO THE REGULATORY AUTHORITY OF THE BUREAU IN ACCORDANCE WITH TRIBAL LAW.

**Lender:**  
Plain Green, LLC

**Borrower's Name:**  
Nicole Marie Swiger

**Origination Date:** 12/13/2018  
This is the date that interest begins to accrue

**Borrower's id:** 557021

**Disbursement Date:** On or about: 12/13/2018  
This is the date that the Loan proceeds are released.

**Borrower's Address:**  
8144 Melvin Ave  
Westland MI, 48185

**Effective Date:** 12/13/2018  
This is the date that interest begins to accrue

**Borrower's Bank and Account Number for ACH Tranfers (the "Bank Account"):**  
Huntington 02773729043 044000024

**Final Payment Due Date:** 04/03/2020  
This is the Loan maturity date

In this Plain Green Consumer Installment Loan Agreement (this "Agreement"), "you" and "your" refer to the Borrower identified above. "Tribal Law" means any tribal law or regulation duly enacted by the Chippewa Cree Tribe. "Loan" means the Plain Green consumer installment loan made by the tribal government lender to Borrower under this Agreement.

IMPORTANT DISCLOSURE OF THE TERMS AND CONDITIONS OF THIS LOAN

THE BORROWER EXPRESSLY CONSENTS AND AGREES THAT THIS LOAN IS MADE WITHIN THE TRIBE'S JURISDICTION AND IS SUBJECT TO AND GOVERNED BY TRIBAL LAW AND NOT THE LAW OF THE BORROWER'S RESIDENT STATE. THE BORROWER IS STRONGLY CAUTIONED THAT IF THE BORROWER DOES NOT UNDERSTAND THIS CONSENT, OR DOES NOT WISH TO EXPRESSLY CONSENT TO TRIBAL JURISDICTION OR DOES NOT WISH TO HAVE THE LOAN GOVERNED BY LAWS OF THE TRIBE, THEN THE BORROWER SHOULD REFRAIN FROM ACCEPTING THIS LOAN OR RESCIND THE LOAN WITHIN THE TERMS OF THIS AGREEMENT. ACCEPTING THIS LOAN SHALL BE DEEMED EXPRESS CONSENT TO TRIBAL JURISDICTION AND EXPRESS CONSENT THAT THE LOAN SHALL BE GOVERNED BY THE LAWS OF THE TRIBE. THE BORROWER'S RESIDENT STATE'S LAW MAY HAVE INTEREST RATE LIMITS AND OTHER CONSUMER PROTECTION PROVISIONS THAT ARE MORE FAVORABLE TO THE BORROWER. IF THE BORROWER WISHES TO HAVE THE BORROWER'S RESIDENT STATE'S LAW APPLY TO ANY LOAN THAT THE BORROWER OBTAINS, THE BORROWER SHOULD CONSIDER OBTAINING A LOAN FROM A LICENSED LENDER IN THE BORROWER'S STATE. IN ANY EVENT, THE BORROWER SHOULD CAREFULLY EVALUATE THE BORROWER'S FINANCIAL OPTIONS BEFORE OBTAINING ANY LOAN.

PLAIN GREEN LOANS CARRY A HIGH INTEREST RATE AND ARE NOT INTENDED TO PROVIDE A SOLUTION FOR LONGER TERM CREDIT OR OTHER FINANCIAL NEEDS. ALTERNATIVE FORMS OF CREDIT MAY BE LESS EXPENSIVE AND MORE SUITABLE FOR A BORROWER'S FINANCIAL NEEDS.

PLEASE CONSIDER YOUR ABILITY TO REPAY A LOAN. IF YOU ARE HAVING FINANCIAL DIFFICULTIES, YOU SHOULD SEEK THE ASSISTANCE OF FINANCIAL COUNSELORS. BEFORE SIGNING THIS AGREEMENT, PLEASE CAREFULLY READ ITS TERMS. YOUR SIGNATURE AND ACCEPTANCE OF THIS LOAN WILL BE DEEMED PROOF THAT YOU HAVE READ THIS AGREEMENT, YOU HAVE APPROVED OF ALL OF ITS TERMS, YOU HAVE EXPRESSLY CONSENTED TO TRIBAL JURISDICTION, YOU HAVE PROVIDED THE PLAIN GREEN WITH THE MOST CURRENT AND ACCURATE EMPLOYMENT, CREDIT, INCOME, AND ASSET HISTORY REQUIRED FOR PLAIN GREEN TO ASSESS YOUR ELIGIBILITY AND CREDITWORTHINESS, AND YOU AFFIRMATIVELY ACKNOWLEDGE THAT YOU ARE ABLE TO REPAY THIS LOAN ACCORDING TO THE TERMS OF THIS AGREEMENT.

**TRUTH IN LENDING DISCLOSURES:** Plain Green provides the following Truth-In-Lending disclosures so that you can compare the cost of this Loan to other loan products you might obtain in the United States. Plain Green's inclusion of these disclosures does not mean that Plain Green consents to the application of state or federal law to Plain Green, to the Loan, or this Agreement.

TRUTH-IN-LENDING DISCLOSURES

|  |   |  |  |
|--|---|--|--|
| <b>ANNUAL PERCENTAGE RATE</b><br>The cost of your credit as a yearly rate<br><br>354.14% | <b>FINANCE CHARGE</b><br>The dollar amount the credit will cost you<br><br>\$4,483.47 | <b>Amount Financed</b><br>The amount of the credit provided to you or on your behalf.<br><br>\$ 1,200.00 | <b>Total of Payments</b><br>The amount you will have paid after making all payments as scheduled.<br><br>\$ 5,683.47 |
|--|---|--|--|

**PAYMENT SCHEDULE:** Your Payment Schedule will be as set forth in the following table, with each due date being referred to herein as a "Payment Due Date"

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|-----------------------|
| 1                  | \$167.22           | 12/28/2018            |
| 2                  | \$167.22           | 01/11/2019            |
| 3                  | \$167.22           | 01/25/2019            |
| 4                  | \$167.22           | 02/08/2019            |
| 5                  | \$167.22           | 02/22/2019            |
| 6                  | \$167.22           | 03/08/2019            |
| 7                  | \$167.22           | 03/22/2019            |
| 8                  | \$167.22           | 04/05/2019            |
| 9                  | \$167.22           | 04/19/2019            |
| 10                 | \$167.22           | 05/03/2019            |
| 11                 | \$167.22           | 05/17/2019            |
| 12                 | \$167.22           | 05/31/2019            |
| 13                 | \$167.22           | 06/14/2019            |
| 14                 | \$167.22           | 06/28/2019            |
| 15                 | \$167.22           | 07/12/2019            |
| 16                 | \$167.22           | 07/26/2019            |
| 17                 | \$167.22           | 08/09/2019            |
| 18                 | \$167.22           | 08/23/2019            |
| 19                 | \$167.22           | 09/06/2019            |
| 20                 | \$167.22           | 09/20/2019            |
| 21                 | \$167.22           | 10/04/2019            |
| 22                 | \$167.22           | 10/18/2019            |
| 23                 | \$167.22           | 11/01/2019            |
| 24                 | \$167.22           | 11/15/2019            |
| 25                 | \$167.22           | 11/29/2019            |
| 26                 | \$167.22           | 12/13/2019            |
| 27                 | \$167.22           | 12/27/2019            |
| 28                 | \$167.22           | 01/10/2020            |
| 29                 | \$167.22           | 01/24/2020            |
| 30                 | \$167.22           | 02/07/2020            |
| 31                 | \$167.22           | 02/21/2020            |

|    |          |            |
|----|----------|------------|
| 32 | \$167.22 | 03/06/2020 |
| 33 | \$167.22 | 03/20/2020 |
| 34 | \$165.21 | 04/03/2020 |

**PREPAYMENT:** If you pay off early, you will not have to pay a penalty.

See the Agreement below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

**Itemization of Amount Financed:**

|  |            |
|--|------------|
| Amount Given to you directly:                                  | \$1,200.00 |
| <i>Plus</i> , Amount paid on your account with Lender - Loan # | \$0.00     |
| <i>Equals</i> , Amount Financed:                               | \$1,200.00 |

**PROMISE TO PAY:** You promise to pay to the order of Plain Green or to any assignee of Plain Green or subsequent holder of this Agreement the principal sum of \$1,200.00 plus interest from the Effective Date of this Loan at the rate of 356.00% per year until this Loan is repaid in full. You agree to make payments in the amounts and on or before the Payment Due Dates shown in the Payment Schedule above. You also promise to pay to Plain Green or to any assignee of Plain Green or subsequent holder of this Agreement all other fees and charges provided for under this Agreement.

**INTEREST:** Interest will accrue daily on the unpaid principal balance of this Loan, beginning on the Effective Date, until paid in full. Plain Green calculates interest based on a 365-day year. In calculating your payments, Plain Green has assumed you will make each payment on the day and in the amount due. If any payment is received after the Payment Due Date, you must pay any additional interest that accrues after the Payment Due Date. If any payment is made before a Payment Due Date, the interest due on the scheduled payment will be reduced, and you will owe less interest. The amount of any decrease or increase in interest due will affect the amount of your final payment.

If the amount of any payment is not enough to pay the interest due, the unpaid interest will be paid from your next payment(s), if any, and will not be added to the principal balance. If your payments are less than the interest due, you will owe more money and it will become very difficult to pay off your Loan. Time is of the essence, which means that there are no grace periods for when payments must be made. There are no separate late charges if you fail to make payments in accordance with the Payment Schedule. However, if you do not make each payment in full on the Payment Due Dates as agreed, Plain Green may continue to charge interest on past due amounts at the interest rate set forth in the "Promise to Pay" section. The interest rate and other charges under this Agreement will never exceed the highest rate or charge allowed by Tribal Law or this Agreement. If the amount collected is found to exceed the highest rate or charge allowed, Plain Green will refund an amount necessary to comply with Tribal Law and this Agreement.

**PAYMENTS:** Plain Green will apply your payments in the following order: (1) to any fees due, (2) to accrued but unpaid interest, and (3) to principal amounts outstanding. If you choose to pay via ACH Authorization, each scheduled payment, plus any fees due to Plain Green (if applicable), will be debited from your Bank Account on each Payment Due Date. See the ACH Authorization below for further information. If you choose to receive your Loan proceeds via check and to repay all amounts due pursuant to this Agreement via check, money order or certified check, please mail each payment payable to Plain Green, LLC, Payment Processing, PO Box 42560, Philadelphia, PA 19101 (or by overnight mail or courier service to Plain Green, LLC c/o MetaSource, 1900 Frost Road, Suite 100, Bristol, PA 19007), in time for Plain Green to receive the payment by 5:00 p.m. Eastern Time on the Payment Due Date.

**PREPAYMENT:** You may prepay this Loan in whole or in part at any time without penalty. If you prepay in part, you must still make each later payment according to the Payment Schedule above until this Loan is paid in full. Any amounts you prepay will not continue to accrue interest.

**RIGHT OF RESCISSION:** You may rescind or cancel this Loan if you do so on or before 5:30 p.m., Eastern Time, on the fifth business day after the Origination Date (the "Rescission Deadline"). To cancel, call Plain Green at (866) 420-7157 and request to rescind or cancel this Loan. Then, provide Plain Green written notice of rescission as directed by the customer service representative.

*If you have provided an ACH Authorization:* If Plain Green timely receives your written notice of rescission on or before the Rescission Deadline but before the Loan proceeds have been credited to your Bank Account, Plain Green will not deposit your Loan proceeds to your Bank Account and both Plain Green's and your obligations under this Agreement will be rescinded. If Plain Green timely receives your written notice of rescission on or before the Rescission Deadline but after the Loan proceeds have been credited to your Bank Account, Plain Green will debit your Bank Account for the principal amount owing under this Agreement. If Plain Green receives payment of the principal amount via the debit, Plain Green's and your obligations under this Agreement will be rescinded. If Plain Green does not receive payment of the principal amount via the debit, then the Agreement will remain in full force and effect until all amounts owed under this Agreement are repaid in full, including any interest and fees.

*If you have elected to receive your Loan proceeds via check delivered by mail:* If Plain Green timely receives your written notice of rescission on or before the Rescission Deadline, and (a) if Plain Green has not mailed the check representing the Loan proceeds to you or (b) if you have not cashed the check representing the Loan proceeds, then Plain Green will cancel the check and both Plain Green's and your obligations under this Agreement will be rescinded. If you have cashed the check representing the Loan proceeds, you must return the full amount of cash you received to Plain Green by the Rescission Deadline. If Plain Green receives the full amount by the Rescission Deadline, Plain Green's and your

obligations under this Agreement will be rescinded. If Plain Green does not receive the full amount by the Rescission Deadline, then the Agreement will remain in full force and effect until all amounts owed under this Agreement are repaid in full, including any interest and fees.

Any pre-assessed fee shall not be deemed security for this Loan and shall be returned by a credit entry to your Bank Account within three (3) business days of an effective rescission.

**CHECK CONVERSION NOTIFICATION:** When you provide a check as payment, you agree Plain Green may use information from your check to (a) make a one-time electronic withdrawal from your Bank Account or (b) process the payment as a check transaction. When Plain Green uses information from your check to make a withdrawal from your Bank Account, funds may be withdrawn from your Bank Account as soon as the same day Plain Green receives your payment, and you will not receive your check back from your financial institution. For questions, please call Plain Green's customer service phone number, (866) 420-7157.

**RETURNED PAYMENT FEES; BORROWER BANK CHARGES:** If any payment made by you on this Loan is not honored or cannot be processed for any reason, including not enough money in your Bank Account, you agree to pay Plain Green a fee of \$30.00 and you agree that Plain Green may recover court costs and reasonable attorney's fees incurred by Plain Green. If you have elected to repay this Loan via ACH debits to your Bank Account, for each returned payment, you authorize Plain Green and its agents and representatives to make a one-time withdrawal from your Bank Account to collect this fee. Your financial institution may also charge a fee if your Bank Account becomes overdrawn or if a payment is attempted against your Bank Account that would cause it to become overdrawn. You will not hold Plain Green or our agents, representatives, successors or assigns responsible for any such fee you must pay.

**SECURITY:** No security interest is taken or given in connection with this Loan. **REFINANCE POLICY:** Subject to Plain Green credit policies, Plain Green will determine, in its sole discretion, whether your Loan may be refinanced.

**DEFAULT:** "Default" of this Agreement will occur if: (a) you provide false or misleading information about yourself, your employment or your financial condition prior to entering into this Agreement, (b) you fail to make a payment in full by the applicable Payment Due Date or if your payment is returned to Plain Green for any reason, or (c) you file bankruptcy or become a debtor under U.S. federal bankruptcy laws.

**CONSEQUENCES OF DEFAULT:** In the event of a Default, Plain Green may choose to do any one or more of the following things: (a) require you to immediately pay everything you owe under this Agreement; (b) if you have elected to repay this Loan via ACH debits to your Bank Account, continue to withdraw regularly scheduled payments and fees from your Bank Account; and (c) pursue all legally available means to collect the balance due. By signing this Agreement you waive notice of default, dishonor, demand for payment, protest, presentment, and any other notice. Amounts you owe Plain Green may include the unpaid principal balance of this Loan, all unpaid accrued fees and interest (including unpaid interest owing on past due amounts), and any costs and fees Plain Green incurs in connection with this Agreement. By choosing to exercise any one of more of these remedies, Plain Green does not waive its right to use another remedy later. Plain Green may decide not to use any of the remedies described above. In any event, Plain Green shall have and may exercise any and all rights and remedies available to it through tribal law and or in equity. Any claims or defenses whatsoever asserted by or on behalf of Borrower shall be subject to the dispute resolution process and jurisdiction agreed to in this Agreement.

**CREDIT REPORTING:** You agree that Plain Green may make inquiries concerning your credit history and standing, and may report information concerning your performance under this Agreement to credit reporting agencies. Late payments, missed payments or other defaults on your Loan may be reflected in your credit report. **CHANGE OF PRIMARY RESIDENCE:** You agree to notify Plain Green of any change in your primary residence as soon as practicable, but no later than five (5) days after any change. You agree that the address provided on this Agreement will govern this Agreement until you have met all obligations under this Agreement and that any subsequent change in your primary residence will not affect the terms or enforceability of this Agreement.

**CORRESPONDENCE WITH LENDER:** General correspondence with Plain Green concerning this Loan, this Agreement or your relationship with Plain Green must be directed to Plain Green at the following address: Plain Green, LLC, 93 Mack Road, Suite 600, PO Box 270, Box Elder, Montana 59521. Communications related to the bankruptcy of the Borrower must be directed to Plain Green at the following address: Plain Green, LLC, Attn: Bankruptcy Handling, 93 Mack Road, Suite 600, PO Box 270, Box Elder, Montana 59521.

**FORCE MAJEURE:** Unavoidable delays as a result of inadvertent processing errors and/or "acts of God" may extend the time for the deposit of Loan proceeds and the processing of payments owing hereunder.

**TRANSFER OF RIGHTS; HYPOTHECATION AND MAINTENANCE OF REGISTER:** This instrument is non-negotiable in form but may be pledged as collateral security. If so pledged, any payment made to the payee, either of principal or of interest, upon the debt evidenced by this obligation, shall be considered and construed as a payment on this instrument, the same as though it were still in the possession and under the control of the payee named herein; and the pledgee holding this instrument as collateral security hereby makes said payee its agent to accept and receive payments hereon, either of principal or of interest.

You agree that Plain Green may assign or transfer this Agreement, or any of our rights hereunder, to any other person or entity without prior notice to or consent from you. Regardless of any transfer, this Agreement shall remain exclusively subject to Tribal Law and remain within jurisdiction of the courts of the Tribe. Plain Green (in its capacity as "Registrar"), acting solely for this purpose as your irrevocably appointed agent, shall maintain at an office located in the United States a copy of each assignment of this Agreement delivered to it and a register (the "Register") for the recordation of the names and addresses of the original owner, assignees, and persons holding participation interests in the Loan, and the amounts of principal and interest owing to each from time to time pursuant to the terms of this Loan. The Register may be in electronic form. The entries of the Register shall be conclusive, and you, the Registrar, the Plain Green and all of its assignees and participants shall treat each person whose name is recorded in the Register pursuant to these terms as the owner of such principal and interest payments for all purposes of this Agreement, notwithstanding notice to the contrary. The name of the owner in the Register shall be available to you by written request to Plain Green, as Registrar, at any reasonable time and from time to time upon reasonable prior notice. The foregoing is intended to result in this Agreement being in "registered form" within the meaning of U.S. Treasury Regulations Section 1.871-14(c) and Sections 163(f), 871(h) and 881(c) of the Internal Revenue Code of 1986, as amended, and shall be interpreted and applied in a manner consistent therewith. Any fees and expenses of Plain Green as Registrar for its services shall be charged to the registered owner of the loan and not to you.

**SUCCESSORS AND ASSIGNS:** This Agreement is binding upon your heirs and personal representatives in probate and upon anyone to whom

you assign your assets or who succeeds you in any other way; provided, however, that you may not assign or transfer this Agreement except with Plain Green's prior written consent.

**SERVICING COMMUNICATIONS AND COMMUNICATIONS AFTER DEFAULT:** You authorize Plain Green and its authorized representatives to contact you according to your consent provided in your application or according to your account preferences, as modified by you after submitting your application. This may include (i) calling you during reasonable hours at any of the phone numbers listed on your most recent application (a) prior to each Payment Due Date to remind you of the payment due and (b) and for other matters related to your account, (ii) contacting you by text message or other wireless communication method on the mobile phone number listed on your application, (iii) leaving a message with a person or a voice mail service, and (iv) contacting you using auto-dialers or pre-recorded messages, including calls to your mobile phone.

**ACH AUTHORIZATION**

(applies only if (a) you select the electronic funding/payment option below or  
(b) authorize recurring Debit Card payments )

This ACH Authorization is a part of and relates to this Agreement. You voluntarily authorize Plain Green, and our successors, affiliates, agents, representatives, employees and assigns, to initiate automatic credit and debit entries to your Bank Account in accordance with this Agreement. You agree that Plain Green will initiate a credit entry to your Bank Account for the Amount Financed on or about the Disbursement Date. You agree that Plain Green will initiate a debit entry to your Bank Account on each Payment Due Date in the payment amount described in the Payment Schedule. For each scheduled payment, whenever a debit entry to your Bank Account is returned to Plain Green for any reason, Plain Green may initiate a debit entry to your Bank Account up to two additional times after the first attempt for each scheduled payment amount. You also agree that Plain Green will initiate a debit entry for any accrued returned payment fees and any interest that accrues on overdue amounts. If your payment is due on a non-business day, it will be processed on the next business day.

You agree that this ACH Authorization is for repayment of a consumer installment loan and that payments shall recur at substantially regular intervals as set forth in this Agreement. This ACH Authorization is to remain in full force and effect for this transaction until you pay your Loan, including any interest and fees, in full. You may revoke this ACH Authorization by contacting Plain Green directly or by contacting your financial institution. If you revoke your ACH Authorization, you agree to make payments to Plain Green by check, certified check or money order as set forth in the "Payments" section above. In no event will any revocation of this ACH Authorization be effective with respect to entries processed by Plain Green prior to its receiving such revocation.

You agree that Plain Green may obtain information about you and your Bank Account from your bank and/or consumer reporting agencies until all amounts owing pursuant to this Agreement are paid in full. If there is any missing or incorrect information in or with your application regarding your bank, bank routing number, or account number, then you authorize Plain Green to verify and correct such information.

Your bank may charge you a fee in connection with Plain Green's credit and/or debit entries. Contact your financial institution for more information specific to your Bank Account. This ACH Authorization is subject to the following provisions:

This ACH Authorization is subject to the following provisions:

(1) *Right to stop payment and procedure for doing so.* If you have told Plain Green in advance to make regular payments out of your Bank Account, you can stop any of these payments. Here's how: Call Plain Green at (866) 420-7157, or send a written request to Plain Green, 93 Mack Road, Suite 600, PO Box 270, Box Elder, Montana 59521. In order for a cancellation request to be effective by a specific date or for a specific payment, Plain Green must receive the cancellation request three (3) business days or more before that date or before that payment is scheduled to be made. If you call, Plain Green may also require you to put your request in writing and submit to Plain Green within 14 days of your call.

(2) *Liability for failure to stop payment of preauthorized transfer.* If you order Plain Green to stop a payment at least three (3) business days or more before the debit is scheduled, and Plain Green fails to stop such payment, Plain Green will be liable for your losses or damages.

(3) *Notice of varying amounts.* You will receive a notice at least 10 days before a payment is debited from your Bank Account if the payment Plain Green is going to debit from your Bank Account varies from the amount disclosed in the Schedule of Payments above. You have the right to receive notice of all varying amounts.

This ACH Authorization is a payment mechanism only and does not give Plain Green collection rights greater than those otherwise contained in this Agreement. This ACH Authorization does not constitute and is not intended to constitute a security interest under Tribal Law.

If you associate one or more debit cards with your account with Plain Green (each a "Debit Card") and authorize Plain Green to initiate recurring payments on your Loan using a Debit Card, the terms of the foregoing ACH Authorization will apply equally to recurring payments made by Debit Card

**ENTIRE AGREEMENT; SEVERABILITY.** This Agreement, including the Waiver of Jury Trial and Arbitration Agreement, constitutes the entire agreement between Borrower and Plain Green, and it may not be contradicted by evidence of prior or contemporaneous oral agreements between them. If any provision of this Agreement is held unenforceable, including any provision of the Waiver of Jury Trial and Arbitration Agreement, the remainder of this Agreement shall remain in full force and effect.

**GOVERNING LAW; NON-APPLICABILITY OF STATE LAW; INTERSTATE COMMERCE:** This Agreement and the Agreement to Arbitrate are governed by Tribal Law. The Agreement to Arbitrate also comprehends the application of the Federal Arbitration Act, as provided below. Plain Green does not have a presence in Montana or any other state of the United States of America. Neither this Agreement nor the Plain Green is subject to the laws of any state of the United States. Plain Green may choose to voluntarily use certain federal laws as guidelines for the provision of services. Such voluntary use does not represent acquiescence of the Chippewa Cree Tribe to any federal law unless found expressly applicable to the operations of the Chippewa Cree Tribe. You and Plain Green agree that the transaction represented by this Agreement involves interstate commerce for all purposes.

WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT

This Agreement includes the following binding Waiver of Jury Trial and Arbitration Agreement (the "Agreement to Arbitrate"). You may opt out of the Agreement to Arbitrate by following these instructions:

**RIGHT TO OPT-OUT:** IF YOU DO NOT AGREE TO ARBITRATE ALL DISPUTES (DEFINED BELOW) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO ARBITRATE, YOU MUST ADVISE PLAIN GREEN IN WRITING EITHER BY (A) MAIL DELIVERY OF A LETTER POSTMARKED NO LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT, TO 93 MACK ROAD, PO BOX 270, BOX ELDER, MONTANA 59521, OR (B) EMAIL DATED NO LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT TO [SUPPORT@PLAINGREENLOANS.COM](mailto:SUPPORT@PLAINGREENLOANS.COM). YOUR OPT-OUT CORRESPONDENCE MUST CLEARLY PRINT OR TYPE YOUR NAME AND ACCOUNT NUMBER OR SOCIAL SECURITY NUMBER AND STATE THAT YOU REJECT ARBITRATION. YOUR REJECTION OF ARBITRATION WILL NOT BE EFFECTIVE IF IT IS NOT IN WRITING OR IF IT IS DATED LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT; IT IS NOT SUFFICIENT TO TELEPHONE PLAIN GREEN. IN THE EVENT YOU OPT OUT OF THE AGREEMENT TO ARBITRATE, ANY DISPUTES SHALL BE GOVERNED UNDER TRIBAL LAW AND MUST BE BROUGHT IN THE CHIPPEWA CREE TRIBAL COURT.

PLEASE CAREFULLY READ THIS AGREEMENT TO ARBITRATE. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION AS DESCRIBED ABOVE, YOU AGREE THAT ANY DISPUTE YOU HAVE RELATED TO THIS AGREEMENT WILL BE RESOLVED THROUGH BINDING ARBITRATION. ARBITRATION REPLACES LITIGATION. BY AGREEING TO ARBITRATE ANY DISPUTES, YOU WAIVE YOUR RIGHT TO GO TO COURT, YOUR RIGHT TO HAVE A JUDGE OR JURY, YOUR RIGHT TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND YOUR RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

**AGREEMENT TO ARBITRATE:** You and Plain Green agree that any Dispute (defined below) will be resolved by Arbitration.

**WHAT ARBITRATION IS:** "Arbitration" is a form of alternative dispute resolution where Disputes are presented to an independent third party for resolution. A "Dispute" is any claim or controversy of any kind between you and Plain Green or otherwise involving this Agreement or the Loan. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all federal, state or Tribal Law claims or demands (whether past, present, or future), based on any legal or equitable theory and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes any issue concerning the validity, enforceability, or scope of this Agreement or this Agreement to Arbitrate.

For purposes of this Agreement to Arbitrate, (a) the terms "you" and "your" include any co-signer and also your heirs, guardian, personal representative, or trustee in bankruptcy, and (b) the term "Plain Green" means Plain Green, LLC as the Lender, Plain Green's affiliated companies, the Tribe, Plain Green's servicing and collection representatives and agents, and each of their respective agents, representatives, employees, officers, directors, members, managers, attorneys, successors, predecessors, and assigns.

**HOW ARBITRATION WORKS:** If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or Plain Green may first try to resolve the matter informally or through customary business methods, including collection activity. The party requesting arbitration must choose either of the following arbitration firms for initiating and pursuing arbitration: the American Arbitration Association ("AAA") or JAMS, The Resolution Experts ("JAMS"). If you claim you have a Dispute with Plain Green, but do not initiate arbitration or select an arbitration firm, Plain Green may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

JAMS, The Resolution Experts  
1920 Main Street, Ste 300  
Irvine, CA 92614

Website: <http://www.jamsadr.com/>  
Telephone: (949) 224-1810 or (800) 352-5267

American Arbitration Association  
335 Madison Ave, Floor 10  
New York, NY 10017-4605

Website: <http://www.adr.org/>  
Telephone: (800) 778-7879

The policies and procedures of the selected arbitration firm applicable to consumer transactions will apply provided such policies and procedures do not contradict this Agreement to Arbitrate or Tribal Law. To the extent the arbitration firm's rules or procedures are different than the terms of this Agreement to Arbitrate, the terms of this Agreement to Arbitrate will apply.

**WHAT ARBITRATION COSTS:** No matter which party initiates the arbitration, Plain Green will advance or reimburse filing fees and other costs or fees of arbitration, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by Tribal Law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

**LOCATION OF ARBITRATION:** Any arbitration under this Agreement may be conducted either on Tribal land or within thirty (30) miles of your then current residence, at your choice, provided that this accommodation for you shall not be construed in any way (a) as a relinquishment or waiver of the sovereign status or immunity of the Tribe, or (b) to allow for the application of any law other than Tribal Law.

**WAIVER OF RIGHTS:** BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO (A) HAVE A JURY TRIAL TO RESOLVE DISPUTES, (B) HAVE A COURT RESOLVE DISPUTES, (C) PARTICIPATE IN A CLASS ACTION LAWSUIT, AND (D) HAVE ACCESS TO DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT.



The arbitrator has the ability to award all remedies available under Tribal Law, whether at law or in equity, to the prevailing party, except that you and Plain Green agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving individual Disputes. The validity, effect, and enforceability of the waivers of class action lawsuit and classwide arbitration, if challenged, are to be determined solely by a Tribal court of competent jurisdiction and not by the AAA, JAMS, or an arbitrator. If the Tribal court refuses to enforce the class-wide arbitration waiver, the parties agree that the Dispute will proceed in Tribal court and will be decided by a Tribal court judge, sitting without a jury, under applicable Tribal court rules and procedures, and not as a class action lawsuit. As an integral component of accepting this Agreement, you irrevocably consent to the exclusive jurisdiction of the Tribal courts for purposes of this Agreement.

**APPLICABLE LAW AND JUDICIAL REVIEW OF ARBITRATOR'S AWARD: THIS AGREEMENT TO ARBITRATE IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY TRIBAL LAW. THE PARTIES ADDITIONALLY AGREE TO LOOK TO THE FEDERAL ARBITRATION ACT AND JUDICIAL INTERPRETATIONS THEREOF FOR GUIDANCE IN ANY ARBITRATION THAT MAY BE CONDUCTED HEREUNDER.** The arbitrator shall apply Tribal Law and the terms of this Agreement, including this Agreement to Arbitrate and the waivers included herein. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. The arbitrator shall make written findings and the arbitrator's award may be filed with a Tribal court. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and Tribal Law, and if it is not, it may be set aside by a Tribal court upon judicial review. The parties will have the right to judicial review in a Tribal court of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under Tribal Law. Judgment confirming an award in such a proceeding may be entered only if a Tribal court determines that the award is supported by substantial evidence and is not based on legal error under Tribal Law.

**SURVIVAL:** This Agreement to Arbitrate will survive: (1) the cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

**PLEASE CAREFULLY REVIEW THIS AGREEMENT, WHICH INCLUDES A WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT THAT MAY BE ENFORCED BY YOU AND PLAIN GREEN. IF YOU HAVE QUESTIONS, PLEASE CONTACT CUSTOMER SERVICE AT (866) 420-7157.**

*By electronically signing this Agreement:* You certify that all information you gave Plain Green in connection with your application and this Agreement is true and correct, and you authorize Plain Green to verify any information you provided. You give Plain Green consent to obtain information about you from one or more consumer reporting agencies and other sources. **You acknowledge that: (a) you have read, understand, and agree to all of the terms and conditions of (i) this Agreement, including the truth-in-lending disclosures and the Waiver of Jury Trial and Arbitration Agreement, and (ii) Plain Green's Privacy Policy; (b) this Agreement contains all of the terms of the agreement between you and Plain Green and that no representations or promises other than those contained in this Agreement have been made; (c) if you elect below to repay this Loan via ACH debits to your Bank Account, you specifically authorize withdrawals and deposits to and from your Bank Account as described in this Agreement; (d) you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; (e) this Agreement was filled in before you signed it; (f) you have the ability to print or retain a completed copy of this Agreement; and (g) Plain Green has not made the Loan contingent upon your obtaining any other product or service from Plain Green or anyone else.** You further acknowledge that Plain Green may withhold funding of your Loan until (i) Plain Green confirms that you have made all payments on any previous loans with Plain Green, (ii) Plain Green verifies that all information you gave Plain Green on your application is true and (iii) Plain Green decides whether you meet the requirements to receive the Loan.

Check Here



By checking here and signing below, you understand, acknowledge and agree that Plain Green, LLC is a tribal lending entity wholly owned by Chippewa Cree Tribe of the Rocky Boy's Indian Reservation, Montana, a federally recognized tribe. You further understand, acknowledge and agree that this Loan is governed by the laws of the Chippewa Cree Tribe and is not subject to the provisions or protections of the laws of your home state or any other state. If you wish to have your resident state's law apply to any loan that you obtain, you should consider obtaining a loan from a licensed lender in your state.

Please review and select one of these funding options:

Check Here

**ELECTRONIC** (as soon as the next business day): By checking here and signing below, you agree to the ACH Authorization set forth in this Agreement, which allows Plain Green to debit and credit your Bank Account for this Loan. You acknowledge and agree that the ACH Authorization is for the benefit of Plain Green, LLC, its affiliates, agents, representatives, employees, successors, and registered assigns. You acknowledge that you are not required to consent to receive funds or repay your Loan by ACH or other electronic payment method.

**POSTAL MAIL** (allow 7 to 10 days for delivery): By checking here and signing below, you request Loan proceeds be distributed to you by check and delivered by regular mail through the U.S. Postal Service. If you elect to receive your proceeds by mail, you must make payments as explained in the "Payments" section above. You acknowledge that interest begins accruing on the Effective Date set forth at the top of this Agreement.

Nicole Marie Swiger (IP: 172.56.11.120)  
Borrower Signature:

12/12/2018  
Date:

Plain Green, LLC

Date:



December 19, 2018

# A warm welcome

from your Plain Green Team

803261 0000906

Nicole Marie Swiger  
8144 Melvin Ave  
Westland MI 48185-7090



You made the right choice. We're committed to customer care.

Nicole, welcome to Plain Green. Below is a summary of your new loan:

|                                     |            |
|-------------------------------------|------------|
| <b>Loan Amount</b>                  | \$1,200    |
| <b>Annual Percentage Rate (APR)</b> | 356%       |
| <b>Bi-weekly Payment Amount</b>     | \$167.22   |
| <b>First Payment Due Date</b>       | 12/28/2018 |
| <b>Loan Maturity Date</b>           | 04/03/2020 |

Thank you for choosing Plain Green. As a valued customer you can expect:

- 👍 The possibility of larger amounts and lower rates as you develop a successful payment history\*
- 👍 Reporting to a major credit bureau, which could help your credit score over time
- 👍 Faster, hassle-free loan processing
- 👍 Convenient repayment options with no hidden charges

Thank you for your business. We're just a click or call away should you need us.

Sincerely,

Your Plain Green Team

\*A successful payment is made on time, for the full amount due, and is not returned (i.e. NSF or bounced).

**We're here to help — a click or call away:**



Visit [PlainGreenLoans.com](http://PlainGreenLoans.com)  
or call 1-866-420-7157

**Customer Support hours of operation:**  
**Monday-Friday:** 8 a.m. to 10 p.m. ET | **Saturday:** 9 a.m. to 5 p.m. ET  
**E-mail:** [Support@PlainGreenLoans.com](mailto:Support@PlainGreenLoans.com)

# FAQs

## How do I access or change my account information?

You can access or change your account information online 24/7. Just sign in with your email and password by clicking "LOGIN >" at PlainGreenLoans.com. If you have additional questions, our customer support representatives are available to assist you as detailed below.

## What are the benefits of being a customer?

Our loans are designed to reward our loyal customers. As you build a successful payment history,\* you may qualify for even larger amounts and lower rates. Additionally, if you decide to apply for another loan in the future you'll find a faster, streamlined application process.

## What is a bi-weekly payment schedule?

Some customers' payment schedules are bi-weekly. This means every other week. If you have questions about your payment plan, please call Customer Support. We want to ensure that everything is clear about your loan and avoid any potential areas of confusion.

## Are there penalties for early payment?

You can pay off your loan early at any time with no prepayment penalty. In fact, we encourage you to consider paying off your loan as quickly as you can to save on interest.

## What fees will I be charged?

You pay interest only for as long as you keep your loan. If you skip a payment, or if your payment is late or returned you will incur additional fees.

\*A successful payment is made on time, for the full amount due, and is not returned (i.e. NSF or bounced).

Plain Green, LLC is a tribal lender of the Chippewa Cree Tribe operating within the boundaries of the Rocky Boy's Indian Reservation, Montana, a sovereign nation located within the United States of America. Loans from Plain Green are governed by the laws of the Chippewa Cree Tribe, not the law of your resident state. Complete disclosures of APR, fees and payment terms are provided within the Loan Agreement.

This is an expensive form of credit. Loans offered by Plain Green, LLC are designed to help you meet your personal borrowing needs. Alternative forms of credit, such as a credit card cash advance, personal loan, home equity line of credit, existing savings or borrowing from a friend or relative, may be less expensive and more suitable for your financial needs. Before borrowing, please consider whether you will be able to repay any amount you borrow. Customers with continued credit difficulties should seek credit counseling.

For your convenience, we've included your first three payment coupons if you intend to pay by check. If you'd rather pay online, you can log in to your account 24/7 at PlainGreenLoans.com, it's faster, more convenient and secure.

Nicole Marie Swiger  
8144 Melvin Ave  
Westland MI 48185-7090



\*1010-755196-SWIGE\*



MAIL PAYMENT TO:

Plain Green Loans  
P.O. Box 42560  
Philadelphia, PA 19101-2560

PAYMENT INFORMATION  
Account Number: 755196

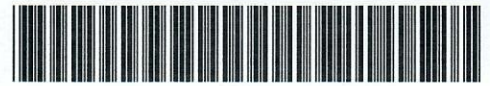
Please include this coupon with your payment.  
Make check payable to Plain Green.

Amount Enclosed: \$

Please write your Plain Green account number on your check.

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Nicole Marie Swiger  
8144 Melvin Ave  
Westland MI 48185-7090



\*1010-755196-SWIGE\*



MAIL PAYMENT TO:

Plain Green Loans  
P.O. Box 42560  
Philadelphia, PA 19101-2560

PAYMENT INFORMATION  
Account Number: 755196

Please include this coupon with your payment.  
Make check payable to Plain Green.

Amount Enclosed: \$

Please write your Plain Green account number on your check.

2/3

Nicole Marie Swiger  
8144 Melvin Ave  
Westland MI 48185-7090



\*1010-755196-SWIGE\*



MAIL PAYMENT TO:

Plain Green Loans  
P.O. Box 42560  
Philadelphia, PA 19101-2560

PAYMENT INFORMATION  
Account Number: 755196

Please include this coupon with your payment.  
Make check payable to Plain Green.

Amount Enclosed: \$

Please write your Plain Green account number on your check.

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plain green

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## Term Sheet For Think Finance-Chippewa Cree Transaction

### Parties

Chippewa Cree Tribe of the Rocky Boy's Indian Reservation, Montana, or its Tribal entity to be known as "Plain Green, LLC" ("Tribe")

Think Finance, Inc. ("TF")

Haynes Investments, Inc. its successors and assigns ("Haynes")

GPL Servicing Ltd, a Cayman Islands company ("GPLS")

### Transaction

TF will license its software to the Tribe pursuant to a software license agreement acceptable to the parties. TF will also provide risk management, application processing, underwriting assistance, payment processing, and ongoing customer service support coterminous with the software license agreement and market and/or identify access channels for consumer loans on the Tribe's behalf (jointly "Services").

The Tribe will adopt a finance code that is acceptable to all parties and provide for the licensing of an arm of the tribe to engage in consumer lending. The Tribe will also obtain a computer server and develop a call center to run the software provided by TF and to enable the Tribe to provide call center services to customers.

The Tribe will implement underwriting criteria to approve loans that it decides to offer to consumers on a nationwide basis through the internet. The initial product will be an installment loan with a maximum amount of \$2,500 and a minimum repayment period of two months and a maximum repayment term of two years (a "Loan"). Interest rates on the loans will vary from an APR of 60% to 360% based upon the repayment history of the borrower and term of the loan. The Tribe will develop documentation for the lending process including an application, a loan agreement, an adverse action letter, and other related documents that comply with the federal consumer credit code including the Truth in Lending Act, the Equal Credit Opportunity Act, and the Electronic Funds Transfer Act. The Tribe will enter into an agreement with a U.S. bank to process loan transactions using the ACH system and will also develop the capability to process remote checks.

Haynes will arrange to provide funding to the Tribe to enable it to make each of the Loans. TF shall agree that the services provided by Haynes are exclusive as they relate to the Tribe and they shall not enter into any other relationship with the Tribe except as described herein.

GPLS may from time to time purchase participation interests in each Loan that meets agreed upon criteria within two business days of the funding of the Loan at 100% par value.

#### Mechanics

The Tribe shall establish an account at a U.S. financial institution that will enable it to fund loans made and to receive payments from customers on each business day. Haynes shall fund an account at such institution with sufficient monies to fund one business day of Loans based upon average Loan volumes for the preceding month.

#### Reserve Account

The Tribe shall establish a reserve account at a U.S. financial institution under the control of its law firm that will be available solely to deal with any regulatory issues, lawsuits or other controversies involving the Tribe and its lending activities. Such reserve account shall be funded by Tribe and TF equally out of the income earned from the Loans until the account has a balance of not less than \$50,000 which amount shall be replenished from time to time to the extent it is drawn upon.

#### Revenues

GPLS shall pay the Tribe 4.5% of cash revenue received on account of the Loans for which GPLS has acquired a participation interest each month and will advance to the Tribe as a prepayment on revenue, \$50,000 each month for the first six months or until such time that the amount received exceeds \$50,000. Additionally, the Tribe will be reimbursed for all out-of-pocket expenses.

GPLS shall pay a fee to Haynes equal to 1% of the cash revenue received on account of the Loans for which GPLS has acquired a participation interest each month.

For the 1% of the loan portfolio retained by the Tribe, the Tribe will receive 100% of the cash revenue minus 100% of the losses.

#### Other Matters

TF commits that it will train and utilize not less than 10 members of the Tribe as customer service representatives on the Tribe's reservation within nine months after lending activity has begun.

The Tribe commits that it will use its best efforts to have completed the following critical path items within the next 14 days:

1. Establish "Plain Green, LLC" (or an entity with some other agreed upon name)
2. Revise the Tribal Credit Transaction Code to provide for a broader array of lending products
3. Obtain a license pursuant to the Chippewa Cree Tribal Credit Transaction Code if required
4. Setup bank account for "Plain Green, LLC"
5. Setup ACH processing for "Plain Green, LLC"
6. Get SSL for URL
7. Obtain 2 separate originating and servicing addresses for Plain Green, LLC and GPLS.

#### Legal Representation

Pepper Hamilton LLP ("Pepper") and Jones & Keller, PC ("J&K") shall be counsel to the Tribe. All fees of Pepper (including a success fee) shall be paid by TF at the closing of the transaction (and will pay the fees in the event the transaction does not close), plus reimbursement for all costs.

J&K shall be paid as follows: an amount of \$20,000 shall be wired by TF or Haynes to J&K's trust account on Thursday, March 10, 2011 which shall be applied by J&K in payment for all legal work performed by J&K (but not expense disbursements, if any, which shall be separately billed to TF or Haynes) during the week ending on March 18, 2011, and an additional amount of \$7,500 shall be wired by Haynes to J&K's trust account which shall be applied by J&K in payment for all legal work performed by J&K provided that all action by the Tribe or on behalf of the Tribe that is necessary to complete the items contemplated above for the Tribe to complete have been accomplished in all material respects by March 18, 2011.

In addition to the above legal fees, an amount of \$50,000 for the payment of other tribal legal and professional fees, as well as set up, administration, travel, and supplies shall be wired by TF or Haynes to J&K's trust account on Thursday, March 10, 2011 which shall be transferred by J&K (1) to the Tribe or as directed by the Tribe or by the Board of Directors of the tribal entity known as Plain Green, LLC provided that all action by the Tribe or on behalf of the Tribe that is necessary to complete the items contemplated above for the Tribe to complete have been accomplished in all material respects by March 18, 2011, or otherwise at the direction of the Tribe (2) to Haynes as directed by Steven Haynes.

This term sheet does not set forth all the terms and conditions of the transaction described herein. Rather, it is only an outline, in summary format, of major points of understanding, which will form the basis of the definitive documentation.



Except for obligations in respect of the "Legal Representation" paragraph above, in this paragraph and in the immediately succeeding paragraph, this term sheet is not, and shall not be deemed to be, a binding agreement by any of the parties hereto to consummate the transaction described herein. Such agreement will arise only upon the execution and delivery by the parties hereto of definitive documentation satisfactory in form and substance to each of the parties and the fulfillment, to the satisfaction of the parties, of the conditions precedent set forth herein and in such definitive documentation. In the event the transaction described herein shall not have been consummated on or before the day that is \_\_\_\_\_ days after the date of this executed term sheet, this term sheet shall automatically terminate on such 45<sup>th</sup> day (unless extended in writing by the parties).

This term sheet and the terms set forth herein are confidential, and none of the parties shall disclose the terms of this term sheet, or the fact that negotiations amongst the parties are ongoing, to any third party, including, without limitation, any other source of potential financing for the transaction described herein; provided, that the parties may provide a copy of this term sheet to their attorneys and financial advisors, in each case, for use only in connection with the proposed transaction and on a confidential basis.

Agreed to by the below signatories.

CHIPPEWA CREE TRIBE OF THE ROCKY BOY'S INDIAN RESERVATION, MONTANA,  
or its Tribal entity to be known as "Plain Green, LLC"

By: John C. Harbo

THINK FINANCE, INC.

By: \_\_\_\_\_

HAYNES INVESTMENTS, INC., its successors and assigns

By: [Signature]

GPL SERVICING LTD., a Cayman Islands company

By: \_\_\_\_\_

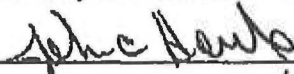
Dated: March 11, 2011

Except for obligations in respect of the "Legal Representation" paragraph above, in this paragraph and in the immediately succeeding paragraph, this term sheet is not, and shall not be deemed to be, a binding agreement by any of the parties hereto to consummate the transaction described herein. Such agreement will arise only upon the execution and delivery by the parties hereto of definitive documentation satisfactory in form and substance to each of the parties and the fulfillment, to the satisfaction of the parties, of the conditions precedent set forth herein and in such definitive documentation. In the event the transaction described herein shall not have been consummated on or before the day that is \_\_\_\_\_ days after the date of this executed term sheet, this term sheet shall automatically terminate on such 45<sup>th</sup> day (unless extended in writing by the parties).

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Agreed to by the below signatories.

CHIPPEWA CREE TRIBE OF THE ROCKY BOY'S INDIAN RESERVATION, MONTANA,  
or its Tribal entity to be known as "Plain Green, LLC"

By: 

THINK FINANCE, INC.

By: 

HAYNES INVESTMENTS, INC., its successors and assigns

By: \_\_\_\_\_

GPL SERVICING LTD., a Cayman Islands company

By: 

Dated: March 11, 2011



93 Mack Road, Suite 600  
Box Elder, MT 59521  
602-899-5444

May 24, 2019

Dana Baskin Coffman  
Baskin Law  
355 South Old Woodward Avenue  
Suite 100  
Birmingham, MI 48009

Re: Nicole Marie Swiger  
Loan Number 755196

Ms. Baskin,

We are in receipt of your letter dated May 3, 2019 regarding your client, Nicole Swiger, as to her Plain Green loan, Loan No. 755196. Per our conversation today, we have attached a copy of Ms. Swiger's Loan Agreement ("Agreement") signed December 12, 2018. As you will see, Ms. Swiger applied for and obtained a Plain Green loan in the amount of \$1,200.00 on December 12, 2018. To date, we have received seven (7) payments totaling \$1,170.54; as such, her current balance is \$1,922.37, per the terms of her Agreement.

Should you need any further information, please do not hesitate to contact me at 602-899-5444 or our General Counsel, Jivka Apostolova, at 845-820-2688.

Sincerely,

A handwritten signature in black ink, appearing to read "Vanessa Romero".

Vanessa Romero, Esq.

Enclosure (as stated)